

FILED

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
(Alexandria Division)

2010 AUG -6 A 10:54

BBGM/ARCHITECTS & INTERIORS, INC.  
f/k/a BBGM/ARCHITECTS & INTERIORS, PLLC  
1828 K Street NW  
Suite 300  
Washington, DC 20006

*Plaintiff,*

-vs.-

1881 ROSSLYN ASSOCIATES, LLC  
7401 Wisconsin Ave.  
Ste. 300  
Bethesda, Maryland 20814

Serve: CT Corporation System  
4701 Cox Road, Suite 301  
Glen Allen, Virginia 23060

*Defendant.*

CLERK US DISTRICT COURT  
ALEXANDRIA, VIRGINIA

Case No.

1:10CV877-LO/JFA

**COMPLAINT**

Plaintiff BBGM/Architects and Interiors, Inc. f/k/a BBGM/Architects & Interiors, PLLC, by and through counsel, Joseph M. Gesker, Jr., Esq. and the law office of Lee & McShane, P.C., brings this Complaint against Defendant 1881 Rosslyn Associates, LLC, and in support states as follows:

**PARTIES**

1. Plaintiff BBGM/Architects and Interiors, Inc. f/k/a BBGM/Architects & Interiors, PLLC (hereinafter "BBGM") is an architectural firm incorporated under the laws of the Commonwealth of Virginia and having its principal place of business in Washington, D.C.

2. Defendant 1881 Rosslyn Associates, LLC (hereinafter “Defendant”) is a real estate development limited liability company whose members, upon information and belief, are domiciled and reside in Delaware, Florida and Maryland.

### **JURISDICTION AND VENUE**

3. This Court has jurisdiction pursuant to 28 U.S.C. § 1332 because this action is between and among citizens of different states and the amount in controversy exceeds the sum of \$75,000, exclusive of interests and costs.

4. Pursuant to 28 U.S.C. § 1391(a)(2) venue in the Eastern District of Virginia is proper because a substantial part of the acts and omissions giving rise to the claims occurred in this District and because a substantial part of the property that is the subject of the action is situated in this District.

5. Litigation in this matter is ripe as conditions precedent to this lawsuit have been satisfied. Articles 1.3.4.1 and 1.3.4.4 of the parties’ contract, required the parties to mediate disputes as a condition precedent to filing a lawsuit. A copy of the contract is attached hereto as Exh. 1. On August 3, 2010 the parties attempted mediation of the dispute but did not settle it.

### **FACTS**

6. In or about January 2004, BBGM and Defendant entered into a written contract whereby BBGM agreed to provide, among other things, architectural, interior, structural, mechanical, electrical, plumbing and landscape design for a new 25-story high rise condominium located at 1881 North Nash Street in Arlington, Virginia (“the Agreement” attached hereto as Exh. 1.).

7. Per the terms of the contract, amounts owed BBGM would be billed

monthly. See, Exh. 1, p. 13, Article 1.3.9.1. Further, payments were “due and payable thirty (30) days from the date of Architect’s (BBGM) invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below (1.0% per month)”. Exh. 1, p. 17, Article 1.5.8.

8. Defendant agreed to the terms of this contract and signed it.

**COUNT I:**  
**(Breach of Contract )**

9. Paragraphs 1 - 8 are incorporated as if fully restated herein.

10. Pursuant to the contract between the parties, BBGM and its engineering consultants properly performed the required professional services and invoiced Defendant accordingly.

11. The total principal amount BBGM invoiced Defendant for services rendered and reimbursable expenses that remain unpaid by Defendant totals Four Hundred Eighty-Three Thousand Two Hundred Forty-Three Dollars and Seventy-One Cents (\$483,243.71).

12. BBGM sent numerous invoices to Defendant requesting payment pursuant to the terms of the Agreement.

13. Defendant acknowledged in writing that the invoices were owed.

14. Defendant’s failure to pay BBGM was a material breach of the Contract between BBGM and Defendant.

15. Pursuant to Article 1.3.8.4, BBGM terminated its contract with Defendant on November 26, 2009.

16. As a result of Defendant’s material breach of contract, BBGM has suffered damages in an amount no less than Five Hundred Forty Nine Thousand Six Hundred Seventy-Three Dollars and Eight Cents (\$549,673.08) in unpaid services, including contract

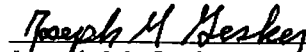
interest through August 3, 2010, as well as prejudgment and post-judgment interest at the contract rate of 1% per month and court costs.

WHEREFORE, BBGM requests a judgment in the amount of at least Five Hundred Forty Nine Thousand Six Hundred Seventy-Three Dollars and Eight Cents (\$549,673.08), plus prejudgment and post-judgment interest at the contract rate of 1% per month, costs and for such other and further relief as this Court deems just and proper.

Respectfully submitted,

LEE & McSHANE, PC

By:



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Inc.*